

# **EXHIBIT 01-A**

(<https://google.com/racialequity>)

# GOOGLE ANALYTICS FOR FIREBASE TERMS OF SERVICE

**Terms last modified: April 17, 2019** | [Previous versions](#) (#previous\_versions)

These Google Analytics for Firebase Terms of Service are entered into by the entity or individual using the Service ("**You**") and:

(A) if Your address is in any country within Europe, the Middle East, or Africa: Google Ireland Limited ("**Google**"), with offices at Gordon House, Barrow Street, Dublin 4, Ireland;

(B) if Your address is in a country within the Asia Pacific region: Google Asia Pacific Pte. Ltd. ("**GAP**"), of 70 Pasir Panjang Road, #03-71, Mapletree Business City II, Singapore 117371, unless Your address is in one of the following countries, in which case the specified entity as a reseller:

- Australia: Google Australia Pty Ltd of Level 5, 48 Pirrama Road, Pyrmont 2009, NSW, Australia
- New Zealand: Google New Zealand Limited of PWC Tower, Level 27, 188 Quay Street, Auckland, New Zealand 1010
- Japan: Google Japan G.K. of Roppongi Hills Mori Tower, 6-10-1, Roppongi, Minato-ku, Tokyo, Japan

("Google Reseller") and references to "**Google**" mean Google LLC, GAP, Google Reseller, and/or their affiliates, depending on the context; or

(C) if Your address is anywhere else in the world: Google LLC ("**Google**"), with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043.

This Agreement (as defined below) governs Your use of Google Analytics for Firebase (the "**Service**"). BY CLICKING THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, OR USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORIZED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS ACCOUNT. You confirm that you will comply with the

Google Analytics for Firebase Policies (<https://firebase.google.com/policies/analytics>) and that you have separately entered the Google API Terms of Service (<https://developers.google.com/terms/>) with Google LLC (which, along with the Google Analytics for Firebase Terms of Service and the Google Analytics for Firebase Policies (<https://firebase.google.com/policies/analytics/>), mean the "**Agreement**"). The parties agree as follows:

## 1. Definitions.

**"Account"** refers to the account for the Service.

**"Affiliate(s)"** means in relation to each of the parties: (a) any parent company of that party; and (b) any corporate body of which that party directly or indirectly has control or which is directly or indirectly controlled by the same person or group of persons as that party.

**"Confidential Information"** includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". However, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information.

**"Customer Data"** means the data You collect, process or store using the Service concerning the characteristics and activities of Users.

**"Documentation"** means any accompanying documentation made available to You by Google for use with the Processing Software, including any documentation available online.

**"SDK"** means the Firebase Software Development Kit, which is used or incorporated in an App for the purpose of collecting Customer Data, together with any fixes, updates and upgrades provided to You.

**"Processing Software"** means the Google server-side software and any upgrades, which analyzes the Customer Data and generates the Reports.

**"App"** means any app or other resource that sends data to the Service. Each App must be under Your control.

**"Privacy Policy"** means the privacy policy on an App.

**"Report"** means the resulting analysis made available to You.

**"Servers"** means the servers controlled by Google or its Affiliates on which the Processing Software and Customer Data are stored.

**"Software"** means the SDK and the Processing Software.

**"Third Party"** means any third party (i) to which You provide access to Your Account or (i) for which You use the Service to collect information on the third party's behalf.

**"Users"** means users of Your Apps.

The words **"include"** and **"including"** mean "including but not limited to."

## 2. Fees and Service.

Google and its Affiliates may change its fees and payment policies for the Service from time to time. The changes to the fees or payment policies are effective upon Your acceptance of those changes which will be posted at [firebase.google.com/terms/analytics](https://firebase.google.com/terms/analytics). Unless otherwise stated, all fees are quoted in U.S. Dollars. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by Google and its Affiliates will be included in the amount owed, and may be charged to the credit card or other billing mechanism associated with Your AdWords account.

## 3. Member Account, Password, and Security.

To register for the Service, You must be acting in the course of business, complete the registration process by providing Google with current, complete and accurate information as prompted by the registration form, including Your e-mail address (username) and password. You will protect Your passwords and take full responsibility for Your own, and third party, use of Your accounts. You are solely responsible for any and all activities that occur under Your Account. You will notify Google immediately upon learning of any unauthorized use of Your Account or any other breach of security. Google or its Affiliates' support staff may, from time to time, log in to the Service under Your Account in order to maintain or improve service, including to provide You assistance with technical or billing issues. By creating Your Account you agree to receive electronic statements from Google and its Affiliates.

## 4. Nonexclusive License.

Subject to the terms and conditions of this Agreement, (a) Google grants You a limited, revocable, non-exclusive, non-sublicensable license to install, copy and use the SDK solely as necessary for You to use the Service on Your Apps or Third Parties Apps; and (b) You may remotely access, view and download Your Reports. You will not (and You will not allow any third party to) use data labeled as belonging to a third party in the Service for purposes other than generating, viewing, and downloading Reports. You will comply with all applicable laws and regulations and Your agreements with third parties in Your use of and access to the Documentation, Software, Service and Reports.

## 5. Confidentiality.

Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information if permitted by law.

## 6. Information Rights and Publicity.

Google and its Affiliates may retain and use, subject to the terms of its privacy policy (located at [www.google.com/privacy.html](http://www.google.com/privacy.html)), information collected in Your use of the Service. Google will not share Your Customer Data or any Third Party's Customer Data with any third parties unless Google (i) has Your consent for any Customer Data or any Third Party's consent for the Third Party's Customer Data; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of Customer Data is reasonably necessary to protect the rights, property or safety of Google, its users or the public; or (iii) provides Customer Data in certain limited circumstances to third parties to carry out tasks on Google's behalf (e.g., billing or data storage) with strict restrictions that prevent the data from being used or shared except as directed by Google. When this is done, it is subject to agreements that oblige those parties to process Customer Data only on Google's instructions and in compliance with this Agreement and appropriate confidentiality and security measures.

## 7. Privacy.

You will not, and will not assist or permit any third party to, pass information to Google that Google could use or recognize as personally identifiable information. You will have and abide by an appropriate Privacy Policy and will comply with all applicable laws, policies, and

regulations relating to the collection, usage and sharing of information from Users. You must post a Privacy Policy and that Privacy Policy must provide notice of Your use of cookies, identifiers for mobile devices (e.g., Android Advertising Identifier or Advertising Identifier for iOS) or similar technology that are used to collect data. You must disclose the use of the Service, and how it collects and processes data. This can be done by displaying a prominent link to the site "How Google uses data when you use our partners' sites or apps", (located at [www.google.com/policies/privacy/partners/](http://www.google.com/policies/privacy/partners/), or any other URL Google may provide from time to time). You will use commercially reasonable efforts to ensure that a User is provided with clear and comprehensive information about, and consents to, the storing and accessing of cookies or other information on the User's device where such activity occurs in connection with the Service and where providing such information and obtaining such consent is required by law.

You must not circumvent any privacy features that are part of the Service.

Your access to and use of any other DoubleClick or Google service is subject to the applicable terms between You and Google regarding that service.

## 8. Indemnification.

To the maximum extent permitted by applicable law, You will indemnify, hold harmless and defend Google and its Affiliates, at Your expense, from any and all third-party claims, actions, proceedings, and suits brought against Google or any of its officers, directors, employees, agents or Affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by Google or any of its officers, directors, employees, agents or Affiliates, arising out of or relating to (i) Your breach of any term or condition of this Agreement, (ii) Your use of the Service, (iii) Your violations of applicable laws, rules or regulations in connection with the Service, (iv) any representations and warranties made by You concerning any aspect of the Service, the Software or Reports to any Third Party; (v) any claims made by or on behalf of any Third Party pertaining directly or indirectly to Your use of the Service, the Software or Reports; (vi) violations of Your obligations of privacy to any Third Party; and (vii) any claims with respect to acts or omissions of any Third Party in connection with the Service, the Software or Reports. Google will provide You with written notice of any claim, suit or action from which You must indemnify Google and its Affiliates. You will cooperate as fully as reasonably required in the defense of any claim. Google and its Affiliates reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by You.

## 9. Third Parties.

If You use the Service on behalf of a Third Party or a Third Party otherwise uses the Service through Your Account, whether or not You are authorized by Google to do so, then You represent and warrant that (a) You are authorized to act on behalf of, and bind to this Agreement, the Third Party to all obligations that You have under this Agreement, (b) Google and its Affiliates may share with the Third Party any Customer Data that is specific to the Third Party's Apps, and (c) You will not disclose Third Party's Customer Data to any other party without the Third Party's consent.

## 10. DISCLAIMER OF WARRANTIES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, GOOGLE MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED "AS IS".

## 11. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE WILL NOT BE LIABLE FOR YOUR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE LOSSES OR DAMAGES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES), EVEN IF GOOGLE OR ITS AFFILIATES HAVE BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. GOOGLE AND ITS AFFILIATES' TOTAL CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED \$500 (USD).

## 12. Proprietary Rights Notice.

The Service, which includes the Software and all intellectual property rights therein are, and will remain, the property of Google and its Affiliates. All rights in and to the Software not expressly granted to You in this Agreement are reserved and retained by Google, its Affiliates, and its licensors without restriction, including, Google's (and its Affiliates') right to sole ownership of the Software and Documentation. Without limiting the generality of the foregoing, You agree, to

the maximum extent permitted by applicable law, not to (and not to allow any third party to): (a) sublicense, distribute, or use the Service or Software outside of the scope of the license granted in this Agreement; (b) copy, modify, adapt, translate, prepare derivative works from, reverse engineer, disassemble, or decompile the Software or Documentation or otherwise attempt to discover any source code or trade secrets related to the Service; (c) rent, lease, sell, assign or otherwise transfer rights in or to the Software, the Documentation or the Service; (d) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Service or the Software; (e) use the trademarks, trade names, service marks, logos, domain names and other distinctive brand features or any copyright or other proprietary rights associated with the Service for any purpose without the express written consent of Google and its Affiliates ; (f) register, attempt to register, or assist anyone else to register any trademark, trade name, serve marks, logos, domain names and other distinctive brand features, copyright or other proprietary rights associated with Google or its Affiliates other than in the name of Google (or its Affiliates as the case may be); (g) remove, obscure, or alter any notice of copyright, trademark, or other proprietary right appearing in or on any item included with the Service or Software or (h) seek, in a proceeding filed during the term of this Agreement or for one year after such term, an injunction of any portion of the Service based on patent infringement.

### 13. U.S. Government Rights.

If the use of the Service is being acquired by or on behalf of the U.S. Government or by a U.S. Government prime contractor or subcontractor (at any tier), in accordance with 48 C.F.R. 227.7202-4 (for Department of Defense (DOD) acquisitions) and 48 C.F.R. 2.101 and 12.212 (for non-DOD acquisitions), the Government's rights in the Software, including its rights to use, modify, reproduce, release, perform, display or disclose the Software or Documentation, will be subject in all respects to the commercial license rights and restrictions provided in this Agreement.

### 14. Term and Termination.

Either party may terminate this Agreement at any time with notice. Upon any termination of this Agreement, Google will stop providing, and You will stop using the Service. In the event of any termination (a) You will not be entitled to any refunds of any usage fees or any other fees, and (b) any outstanding balance for Service rendered through the date of termination will be immediately due and payable in full and (c) all of Your historical Report data will no longer be available to You.



## 15. Modifications to Terms of Service and Other Policies.

Google may modify these terms or any additional terms that apply to the Service to, for example, reflect changes to the law or changes to the Service. You should look at the terms regularly. Google will post notice of modifications to these terms at [firebase.google.com/terms/analytics](https://firebase.google.com/terms/analytics) ([//firebase.google.com/terms/analytics](https://firebase.google.com/terms/analytics)), the Google Analytics for Firebase Policies at [firebase.google.com/policies/analytics](https://firebase.google.com/policies/analytics) ([//firebase.google.com/policies/analytics](https://firebase.google.com/policies/analytics)), or other policies referenced in these terms at the applicable URL for such policies. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. If You do not agree to the modified terms for the Service, You should discontinue Your use of the Service. No amendment to or modification of this Agreement will be binding unless (i) in writing and signed by a duly authorized representative of Google, (ii) You accept updated terms online, or (iii) You continue to use the Service after Google has posted updates to the Agreement or to any policy governing the Service.

## 16. Applicable Law and Venue.

(a) Except as set forth in Sections 16(b) and (c) below, all claims arising out of or relating to this Agreement or the Services ("Disputes") will be governed by California law, excluding California's conflict of laws rules, and all Disputes will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA, and You and Google consent to personal jurisdiction in those courts.

(b) If Your principal place of business (for entities) or place of residence (for individuals) is in any country within APAC (other than Australia, Japan, New Zealand or Singapore) or Latin America, this Section 16(b) will apply instead of Section 16(a) above. ALL DISPUTES (AS DEFINED ABOVE) WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES. The parties will try in good faith to settle any Dispute within 30 days after the Dispute arises. If the Dispute is not resolved within 30 days, it must be resolved by arbitration by the American Arbitration Association's International Centre for Dispute Resolution in accordance with its Expedited Commercial Rules in force as of the date of this Agreement ("Rules"). The parties will mutually select one arbitrator. The arbitration will be conducted in English in Santa Clara County, California, USA. Either party may apply to any competent court for injunctive relief necessary to protect its rights pending resolution of the arbitration. The arbitrator may order equitable or injunctive relief consistent with the remedies and limitations in this Agreement. Subject to the confidentiality requirements in Section 5, either party may petition any competent court to issue any order necessary to protect that

party's rights or property; this petition will not be considered a violation or waiver of this governing law and arbitration section and will not affect the arbitrator's powers, including the power to review the judicial decision. The parties stipulate that the courts of Santa Clara County, California, USA, are competent to grant any order under this subsection. The arbitral award will be final and binding on the parties and its execution may be presented in any competent court, including any court with jurisdiction over either party or any of its property. Any arbitration proceeding conducted in accordance with this section will be considered Confidential Information under this Agreement's confidentiality section, including (i) the existence of, (ii) any information disclosed during, and (iii) any oral communications or documents related to the arbitration proceedings. The parties may also disclose the information described in this section to a competent court as may be necessary to file any order under this section or execute any arbitral decision, but the parties must request that those judicial proceedings be conducted in camera (in private). The parties will pay the arbitrator's fees, the arbitrator's appointed experts' fees and expenses, and the arbitration center's administrative expenses in accordance with the Rules. In its final decision, the arbitrator will determine the non-prevailing party's obligation to reimburse the amount paid in advance by the prevailing party for these fees. Each party will bear its own lawyers' and experts' fees and expenses, regardless of the arbitrator's final decision.

(c) If Your principal place of business (for entities) or place of residence (for individuals) is in Greece, all Disputes (as defined above) will be governed by Greek law and the parties submit to the exclusive jurisdiction of the courts of Athens in relation to any Dispute.

## 17. Miscellaneous

Google and its Affiliates will be excused from performance in this Agreement to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control. This Agreement (including any amendment agreed upon by the parties in writing) represents the complete agreement between You and Google concerning its subject matter, and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed to the extent necessary to make it enforceable to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Certain laws of the jurisdiction in which you reside may confer rights and remedies and imply terms into this Agreement that cannot be excluded. Those rights, remedies, and implied terms are not excluded by this Agreement. To the extent that the relevant laws permit Google to limit their operation, Google's liability under those laws will be limited at its option, to the supply of the services again, or payment of the cost of having the services supplied again. The United

Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement. The Software is controlled by U.S. Export Regulations, and it may be not be exported to or used by embargoed countries or individuals. Any notices to Google must be sent to: Google LLC, 1600 Amphitheatre Parkway, Mountain View, CA 94043, USA, with a copy to Legal Department, via first class or air mail or overnight courier, and are deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. You may not assign or otherwise transfer any of Your rights in this Agreement without Google's prior written consent, and any such attempt is void. Google may assign or otherwise transfer this Agreement to any of its Affiliates. The relationship between Google and You is not one of a legal partnership relationship, but is one of independent contractors. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The following sections of this Agreement will survive any termination thereof: 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16 and 17.

### Previous versions

- [Oct 1, 2018 \(/terms/analytics/20181001\)](/terms/analytics/20181001)
- [May 17, 2017 \(/terms/analytics/20170517\)](/terms/analytics/20170517)
- [May 18, 2016 \(/terms/analytics/20160518\)](/terms/analytics/20160518)

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